

County of Los Angeles  
**DEPARTMENT OF PUBLIC SOCIAL SERVICES**

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PHILIP L. BROWNING  
Director  
SHERYL L. SPILLER  
Chief Deputy



Board of Supervisors  
GLORIA MOLINA  
First District  
MARK RIDLEY-THOMAS  
Second District  
ZEV YAROSLAVSKY  
Third District  
DON KNABE  
Fourth District  
MICHAEL D. ANTONOVICH  
Fifth District

June 27, 2011

**TO:** Each Supervisor

A handwritten signature in black ink, appearing to be 'P. Browning', written over the 'FROM' line.

**FROM:** Philip L. Browning, Director

**SUBJECT: CONTRACT WITH FIRST FIVE LA COMMISSION TO FUND THE  
CAL-LEARN CASE MANAGEMENT CONTRACTS FOR \$2.9 MILLION**

This is to inform you that I'm exercising the delegated authority approved by your Board on June 14, 2011 to execute a contract with First 5 LA for receipt of \$2.9 million in funds for the payment of services provided under the County's Cal-Learn Case Management contracts with the four Adolescent Family Life Program (AFLP) agencies to service high risk Cal-Learn teens with children between the ages of 0-5.

The form of the contract is First 5 LA's standard contract template which is enclosed hereto. A term of this contract requires the County to indemnify First 5 LA for the County's acts. Further, it requires the County to show proof of insurance or self insurance. CEO Risk Management has been consulted about these requirements and conveyed that these types of provisions are typical when the County is to be the receiver of grant funds.

County Counsel and the Chief Executive Office (CEO) have reviewed and approved the First 5 LA Contract Number 08032 as to form. Further, with the issuance of this memo to your Board, County Counsel and the CEO have reviewed and approved this delegated authority action.

Once the contract is signed, we will return the contract to First 5 LA so they can obtain signatures from their legal counsel and their CEO.

Please let me know if you have any questions or need additional information.

PLB:yjm

Enclosure

c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors  
Deputy Chief Executive Officer

**CONTRACTOR**

**COUNTY OF LOS ANGELES**  
**DEPARTMENT OF PUBLIC SOCIAL**  
**SERVICES**

**Project:**  
**Cal- Learn Program**

**Contract No. 08032**

## CONTRACT

This Contract, made and entered into on this \_\_\_\_\_, by and between the LOS ANGELES COUNTY CHILDREN AND FAMILIES FIRST - PROPOSITION 10 COMMISSION (aka FIRST 5 LA) whose address is 750 North Alameda Street, Third Floor, Los Angeles, California 90012, hereinafter referred to as the "COMMISSION" and the County of Los Angeles Department of Public Social Services (DPSS) whose address is 12860 Crossroads Parkway South, City of Industry, California 91746 hereinafter referred to as the "CONTRACTOR." All of CONTRACTOR'S activities and services to be provided hereunder will support the COMMISSION'S strategic plan efforts and will be coordinated and overseen by COMMISSION staff as designated below.

### I. SCOPE OF WORK

The CONTRACTOR shall provide description of project, statement of purpose, timeline, schedule of activities, and deliverables as set forth and described in the Scope of Work, which is attached and incorporated as **Exhibit A**. CONTRACTOR is to execute the work in order to ensure that the deliverables are met on time and on budget for the First 5 LA and staff. The COMMISSION reserves the right to amend the Scope of Work throughout the contract period.

### II. SCOPE OF ENGAGEMENT

Any services other than those noted in this Contract shall require a new COMMISSION-CONTRACTOR Contract. CONTRACTOR shall act at all times as an independent CONTRACTOR and this Contract shall not be deemed to create any form of partnership, joint venture or employment relationship between or among the COMMISSION and the CONTRACTOR, nor shall either party be in any way liable for any debt of the other. This Contract is non-assignable.

### III. TERM OF CONTRACT

The term of this Contract will be July 1, 2011 "**effective date**" through June 30, 2012 "**termination date**" unless either party gives prior written notice of termination. This Contract shall expire without further notice on June 30, 2012.

The contract is a year to year contract which terminates on the "termination date". For the contract renewal, the CONTRACTOR will be required to sign the contract at least two (2) weeks prior to the intended start date of the contract,

as outlined in Term of Contract section of contract, to assure the timely completion of the signature process by all parties. If the contract is not signed prior to the intended start date, the commencement of any activities under the Exhibit A – Scope of Work will not begin until the contract execution date (the date all parties have signed the contract) and COMMISSION shall not be liable to CONTRACTOR under any legal or equitable theory for the reimbursement of expenses or costs incurred by CONTRACTOR during the time between the termination date and the date of renewal, if any, unless otherwise approved by the COMMISSION. If this Contract is not signed within the thirty-day (30) period from the intended start date, the Commission has the right to withdraw the contract award. Any agreed upon changes to the intended start date must be confirmed in writing by both parties.

#### IV. BUDGET

The Budget and Budget Narrative for the CONTRACTOR are attached as **Exhibit B** and form an integral part of this Contract.

The CONTRACTOR shall receive from the COMMISSION total compensation not to exceed **TWO MILLION, NINE HUNDRED THOUSAND DOLLARS (\$2,900,000)** pursuant to the terms and conditions for payment set forth herein.

#### V. EXPENDITURES BY CONTRACTOR

- A. CONTRACTOR will advise COMMISSION and obtain written approval on ALL budget modifications PRIOR to incurring any costs.
- B. All CONTRACTOR expenditures shall be in accordance with the approved line item budget captions. However, CONTRACTOR may modify a portion of CONTRACTOR'S approved budget, if such budget line item is as follows and the COMMISSION has been advised in advance prior to the costs being incurred:
  - i. If the original line item is \$5,000 or less dollars, CONTRACTOR can incur expenses pursuant to an informal modification, and shall submit a memorandum to COMMISSION explaining the modification along with the monthly invoice required by Section XIX.
  - ii. If the original line item is greater than \$5,000 dollars and the change is less than or equal to 10% of the original line item, CONTRACTOR can incur expenses pursuant to an informal modification, and shall submit a memorandum to COMMISSION explaining the modification along with the monthly invoice required by Section XIX.
  - iii. If the original line item is greater than \$5,000 dollars and the modification is greater than 10% of the line item, CONTRACTOR

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must obtain COMMISSION'S prior written approval through the COMMISSION'S formal budget modification procedure before incurring expenses pursuant to the modification.

- C. Formal budget modifications must be addressed and sent to the assigned Commission staff with the appropriate "Formal Budget Modification Summary" forms on or before the 1st of the month prior to the month in which the actual expenses will be incurred. Only one (1) formal budget modification can be approved during the term of the Agreement. Requests for formal budget modifications will not be accepted during the first two (2) months and last quarter of the term of this Agreement.
- D. Only two (2) informal budget modifications subject to Section V, Item B, subsections i and ii can be approved during the term of this Contract.
- E. Approval of any budget modification will be contingent on the timely review and submission of the required documentation by the CONTRACTOR.
- F. If there are any errors contained in any invoice submitted to COMMISSION, CONTRACTOR shall reflect the change in the most recent invoice submitted to COMMISSION, along with a note explaining the error.
- G. CONTRACTOR will advise COMMISSION and obtain written approval on ALL budget modifications PRIOR to incurring any costs.
- H. In the event COMMISSION reasonably believes CONTRACTOR has been overpaid, or in the event CONTRACTOR fails to timely submit the documents required pursuant to this Contract, COMMISSION may seek a financial accounting and avail itself of all legal remedies to seek compliance and the repayment of any amounts overpaid.
- I. All payments by COMMISSION to CONTRACTOR under this Agreement are restricted for use in the performance of CONTRACTOR'S approved Scope of Work set forth in Exhibit A, and shall be used only to supplement existing levels of service and not to fund existing levels of service.
- J. If applicable, any activities under the line item Capital Improvement/Renovations must be completed within the first year of the grant. Any adjustment must be submitted to the COMMISSION for approval. It shall be the sole responsibility of CONTRACTOR to comply with all applicable land use, permitting, environmental, contracting, and labor laws, including, without limitation, the California Public Contracts Code and the California Labor Code.
- K. Any purchases under the Equipment line item in Exhibit B must be completed in year one of the contract. Any exceptions will require prior notification by the CONTRACTOR to the COMMISSION and may be approved only at the discretion of the COMMISSION.
- L. Any expenses under Space and Telephone Line Items of the budget (Exhibit B) shall be calculated based on a standard formula which uses a

reasonable allocation methodology. The formula used will be reviewed by the COMMISSION for final approval.

M. In no event shall CONTRACTOR or its officers, employees, agents, subcontractors or assignees supplant state, county, local or other governmental General Fund money with COMMISSION funds for any purpose.

N. If applicable, in-direct costs are limited to ten (10) percent of the personnel costs excluding fringe benefits. Incurred in-direct costs exceeding the ten percent will become the responsibility of the CONTRACTOR.

## VI. EXHIBITS

Exhibits A through C, as described below, are attached to and form an integral part of this Contract and are hereby incorporated by reference. Exhibit D, and E and F (as applicable) will be completed by the CONTRACTOR at later dates and forwarded to the COMMISSION on the designated due dates, as determined by the COMMISSION.

In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between the Contract and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to this Contract, and then to the Exhibits according to the following priority:

Exhibit A SCOPE OF WORK

Exhibit B BUDGET FORMS

Exhibit C ALL DOCUMENTS IN REQUIRED DOCUMENTS LIST

Exhibit D INVOICE FORM

Exhibit E PRELIMINARY REPORT(S)

Exhibit F FINAL REPORT

This Contract and the Exhibits hereto, together with the CONTRACTOR'S proposal constitute the complete and exclusive statement of understanding between the parties that supersedes all previous Contracts, written or oral, and all other communications between the parties relating to the subject matter of this Contract. The Exhibits form an integral part of this Contract, and are hereby incorporated by reference. No amendment, promise, or Contract

between the parties is valid unless the same is in writing executed by both parties.

## VII. COMMISSION OBJECTIVES

### Mission Statement

The mission of the COMMISSION is to make significant and measurable progress toward increasing the number of children from the prenatal stage through age 5 in Los Angeles County who are physically and emotionally healthy, safe and ready to learn when they reach school age.

### Vision

The COMMISSION is committed to creating a future throughout Los Angeles' diverse communities where all young children are born healthy and raised in a loving and nurturing environment so that they grow up healthy, are eager to learn and reach their full potential.

### Values

The COMMISSION intends to make its vision come true by shaping its efforts around five core values:

Families: We will acknowledge and amplify the voice of families so that they have the information, resources and opportunities to raise their children successfully

Communities: We will strengthen communities by enhancing their abilities to support families.

Results Focus: We will be accountable for defining results for young children and for our success in achieving them.

Learning: We will be open to new ideas and will modify our approaches based on what we learn.

Advocacy: We will use our unique role to build public support for policies and programs that benefit children prenatal through age 5 and their families.

### Goals

The COMMISSION will accomplish its mission by partnering with communities and families in Los Angeles County to make measurable and

significant progress in the three priority goal areas of Early Learning, Health, and Safe Children and Families, as outlined in the Strategic Plan.

#### **VIII. AMENDMENTS**

Any agreements which in any way change the terms of this Contract shall be valid only if the requested change is made in writing and approved by authorized representatives of the CONTRACTOR and the COMMISSION. Request for modifications will not be accepted during the first two (2) months of the Contract period; and not more than ONCE thereafter, with the exception of the last quarter when there shall be none. CONTRACTOR must submit the written request one (1) month prior to the requested effective date of such modification.

Approval of any amendment will be contingent on the timely review and submission of the required documentation by the CONTRACTOR.

#### **IX. INDEPENDENT CONTRACTOR**

The COMMISSION shall not be responsible for withholding taxes with respect to the CONTRACTOR compensation hereunder. The CONTRACTOR shall have no claim against the COMMISSION hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

#### **X. SUBCONTRACTORS**

COMMISSION approves CONTRACTOR'S use of subcontractors to carry out its obligations under this Contract as specified in Exhibit A.

No performance of this Contract or any portion may be assigned by CONTRACTOR without the written consent of the COMMISSION. Any attempt by the CONTRACTOR to assign performance of any of the terms of this Contract, in whole or in part, without said consent shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated. CONTRACTOR shall submit a list of subcontractors to the COMMISSION for written approval prior to subcontractor performing any work hereunder.

A function proposed by CONTRACTOR may be carried out under subcontracts; however, CONTRACTOR may not delegate its duties or obligations, nor assign its rights hereunder, either in whole or in part, without the prior written



consent of COMMISSION, or their designee. Any such attempt at delegation or assignment without prior written consent shall be void. Any change whatsoever in the corporate structure of CONTRACTOR, the governing body of CONTRACTOR, the management of CONTRACTOR, or the transfer of assets of CONTRACTOR shall be deemed an assignment of benefits under the terms of this Contract requiring COMMISSION approval. No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COMMISSION.

CONTRACTOR must submit a copy of the memorandum of understanding for each subcontractor to the COMMISSION for prior review and approval.

## **XI. PROPRIETARY RIGHTS**

CONTRACTOR agrees and acknowledges that its work pursuant to this Contract is, at COMMISSION'S direction, strictly limited to gathering data and other information regarding one or more of COMMISSION'S funding initiatives, evaluating the data and information, and reporting to COMMISSION its conclusions and recommendations arising out of that collection and evaluation process. In that regard, the following limitations shall apply to CONTRACTOR'S future use of data and information collected by CONTRACTOR during the course of its work for COMMISSION, in addition to any other conditions and limitations imposed by this Contract:

- A. All data and information collected by CONTRACTOR during the course of this project, in whatever form, shall be the joint property of the CONTRACTOR and COMMISSION. CONTRACTOR shall maintain said data and information on behalf of the COMMISSION in form and substance consistent with accepted research practices throughout the course of this Contract. Research findings and results generated from the data may be used internally by the COMMISSION for planning purposes prior to publication by the CONTRACTOR. The COMMISSION will not disseminate any data beyond its internal staff without the consent of the CONTRACTOR.
- B. The CONTRACTOR shall provide data to the COMMISSION at time intervals determined by the COMMISSION and CONTRACTOR to be appropriate for the work of the project.
- C. Both the CONTRACTOR and the COMMISSION shall implement and comply with adequate procedures to maintain the confidentiality of data and information collected pursuant to the Contract. Any raw data collected by the CONTRACTOR will be provided to the COMMISSION only after individual identifiers (with the exemption of zip codes) have

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been removed from the raw data. CONTRACTOR shall be responsible for complying with all applicable state and federal laws governing the gathering, use, and protection of personal information.

- D. For any data gathering, informed consents shall be obtained and the CONTRACTOR is responsible for fulfilling any requirements pertaining to and in compliance with HIPAA and an Institutional Review Board for Human Subjects Protection.
- E. At the conclusion of CONTRACTOR'S work, whether through expiration or termination of this Contract, CONTRACTOR shall provide to the COMMISSION a copy of all data and information collected, along with all required reports in the following format: all original data and reports must be submitted in hard copy and electronic format within 30 days after expiration or termination to Evelyn V. Martinez, Chief Executive Officer of the Los Angeles County Children and Families First - Proposition 10 Commission (aka First 5 LA) with copies sent to designated director.
- F. CONTRACTOR shall maintain notes, business records, and working papers on file for a period of not less than four (4) years following the termination or expiration of this Contract, and shall provide COMMISSION access to said records for inspection and copying upon seven (7) days written notice from COMMISSION. CONTRACTOR specifically agrees to comply with the California Public Records Act (Government Code Section 6250, *et seq.*) as directed or requested by COMMISSION.
- G. Any software or equipment developed by CONTRACTOR at COMMISSION'S direction and/or expense during the course of this Contract shall become the joint property of COMMISSION and CONTRACTOR. COMMISSION shall have the right to consent to and participate financially in any licensing or sales Contract relating to such software or equipment.
- H. The timing, format, and manner of the dissemination of any data or information gathered pursuant to this Contract and any report of results, conclusions or recommendations prepared by CONTRACTOR shall be at the sole discretion of the COMMISSION. COMMISSION shall attribute the work to CONTRACTOR upon any such release.
- I. CONTRACTOR may not use the data and information collected pursuant to this Contract without the prior written consent of COMMISSION'S Chief Executive Officer or her designee. Such consent must be requested

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in writing, stating the specific purpose for which consent is being sought, not less than ten (10) working days in advance of any such use.

- J. If the CONTRACTOR uses any data from this project for a purpose that will result in profit or financial compensation to CONTRACTOR or any party related to CONTRACTOR, such fact must be disclosed in a written request for consent by CONTRACTOR and submitted to the COMMISSION. In such cases, COMMISSION shall have the right to enter into a royalty, licensing, or reimbursement Contract with CONTRACTOR, as appropriate, prior to giving its consent, to compensate or reimburse COMMISSION for the use of its data and information. COMMISSION shall not seek compensation or reimbursement for the permitted use of its data and information for purely academic or scientific purposes. In published material arising out of academic or scientific activities, CONTRACTOR shall acknowledge the participation and funding with "Funded without endorsement, by First 5 LA" and shall provide the COMMISSION with two (2) copies of the published material.
- K. CONTRACTOR shall prominently display all First 5 LA supplied promotional materials, such as educational posters, banners, brochures and fliers at the project site(s). CONTRACTOR shall ensure that promotional material, activities, and publications developed in support of the funded project shall conform to the formatting requirements outlined in First 5 LA Style Guide which includes the appropriate display of the First 5 LA logo and the First 5 LA funding attribution.
- L. CONTRACTOR shall implement and comply with adequate procedures to maintain the confidentiality of data and information collected pursuant to this Contract.
- M. CONTRACTOR must maintain a record for each item of tangible real or personal property of a value in excess of five hundred dollars (\$500.00) acquired with First 5 LA funds pursuant to this Contract, which records shall include the model number, serial number, legal description (if applicable), cost, invoice or receipt, and date acquired.
- N. COMMISSION and CONTRACTOR agree that all personal property purchased with funds provided under this Contract shall become the property of the COMMISSION upon completion or termination of contract, unless otherwise determined by the COMMISSION.

This section is applicable to all subcontractors in the performance of their services under the Program.

## **XII. CONFLICT OF INTEREST**

It shall be the responsibility of CONTRACTOR to abide by conflict of interest laws and regulations applicable to the CONTRACTOR under California law. CONTRACTOR acknowledges that he/she/it is acting as a public official pursuant to this Contract and shall therefore avoid undertaking any activity or accepting any payment, employment or gift from any third party that could create a legal conflict of interest or the appearance of any such conflict. A conflict of interest exists when one has the opportunity to advance or protect one's own interest or private interest of others, with whom one has a relationship, in a way that is detrimental to the interest, or potentially harmful for the integrity or fundamental mission of the Commission. CONTRACTOR shall maintain the confidentiality of any confidential information obtained from the COMMISSION during this Contract and shall not use such information for personal or commercial gain outside this Contract. By agreeing to this Contract and accepting financial compensation for services rendered hereunder, CONTRACTOR agrees that he/she/it may not subsequently solicit or accept employment or compensation under any program, grant or service that results from or arises out of the **CAL-LEARN PROGRAM**. During the term of this Contract and for one year thereafter, CONTRACTOR shall not knowingly solicit or accept employment and/or compensation from any COMMISSION collaborator or CONTRACTOR without the prior written consent of the COMMISSION.

## **XIII. INFORMATION TECHNOLOGY REQUIREMENTS**

CONTRACTOR will be responsible for coordinating with COMMISSION'S Information Technology (IT) Department regarding the design, development, structure and implementation of the IT components, including all databases, documents and spreadsheets, applicable to its program. The following IT specifications are to be applied, as appropriate, in relation to the scope of CONTRACTOR'S program:

- A. Hardware and Software compatibility with industry hardware, software, & security standards to allow adequate compatibility with the COMMISSION'S infrastructure.
- B. Open Data Base Connectivity (ODBC) compliant for data collection and dissemination purposes.
- C. Ability to collect information at the client-level, as necessary.
- D. Compatibility and ability to aggregate information in multiple ways: by initiatives, geographic boundaries, service types, program outcomes, and COMMISSION outcomes.

- E. Ability to export to and import the data collected.
- F. CONTRACTOR will be required to obtain a digital certificate to submit documentation to COMMISSION electronically for recording and processing by COMMISSION staff. Digital certificate must be obtained from approved Certificate Authority (CA) vendor providing a Public Key Infrastructure (PKI). Digital certificate must be maintained by CONTRACTOR throughout contract period.

CONTRACTOR will provide timely notification to the COMMISSION on any major problem(s) with the CONTRACTORS financial system or hardware or software that may impact the funded project under this Contract.

#### **XIV.INSURANCE**

Without limiting CONTRACTOR'S duty to indemnify COMMISSION during the term of this Contract, CONTRACTOR shall provide and maintain at its own expense the following programs of insurance throughout the term of this Contract. Such programs and evidence of insurance shall be issued by insurers admitted to conduct business in the State of California, with a minimum A.M. Best's rating of A: VII unless otherwise approved in writing as satisfactory to the COMMISSION. Certificates or other evidence of insurance coverage and copy(ies) of additional insured endorsement(s) and/or loss payee endorsement(s), as applicable, shall be delivered to COMMISSION at the address specified in Section XXV **prior to the commencement of work** under this Contract. Each policy of insurance shall provide that coverage will not be materially modified, terminated, or non-renewed except after thirty (30) days prior written notice has been given to the COMMISSION.

Notwithstanding any other provisions of this Agreement, failure by CONTRACTOR to maintain the required insurance shall constitute a breach of this Contract and COMMISSION may immediately terminate or suspend this Contract as a result, or secure alternate insurance at CONTRACTOR'S expense. CONTRACTOR shall ensure that subcontractors comply with all insurance requirements described in this Section.

It is specifically agreed by the Parties that this Section XIV shall supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs this Section XIV. Nothing in this Contract is to be interpreted as limiting the application of insurance coverage as required herein. All insurance coverage and limits provided by CONTRACTOR and its subcontractors shall apply to the full extent of the available and applicable policies. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage,

limits, or other requirements, or a waiver of any coverage normally provided by any insurance policy. Specific reference to a given coverage feature is for purpose of clarification only and is not intended by any party to be all inclusive, or to the exclusion of any other coverage, or a waiver of any type.

CONTRACTOR'S liability insurance shall be primary and non-contributory. All coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion on any policy.

**"Los Angeles County Children and Families First – Proposition 10 Commission (or if abbreviated, LA Cty Prop 10 Commn.), its officers, agents, consultants and employees"** are to be included as additional insured with regard to liability and defense of claims arising from the operations and uses performed by or on behalf of the CONTRACTOR.

CONTRACTOR and subcontractors shall provide policies of liability insurance of at least the following coverages and limits:

A. Commercial General Liability Insurance

Such insurance shall be written on a commercial general liability form with minimum limits of one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate. Coverage may be on an occurrence or claims-made basis. If written on a Claims Made form, the CONTRACTOR must purchase an extended two-year reporting period commencing upon termination or cancellation of the insurance policy.

B. Business Auto Liability

Primary coverage shall be provided on ISA Business Auto Coverage forms for all owned, non-owned, and hired vehicles with a combined single limit of not less than one million dollars (\$1,000,000) per accident. Automobile physical damage shall be required on an actual cash value basis for comprehensive and collision coverage with maximum deductibles of \$1,000 each accident for those vehicles funded by this Contract and for which the COMMISSION has an ownership interest. The COMMISSION shall be named as Loss Payee, as their interest may appear.

C. Workers Compensation Insurance

Such insurance shall be in an amount and form to meet all applicable requirements of the Labor Code of the State of California.

D. Professional Liability Insurance

Such insurance shall cover liability arising from any error, omission, or negligent or wrongful act of CONTRACTOR or its employees, with a limit of liability of not less than one million dollars (\$1,000,000) per medical incident for medical malpractice liability, or of not less than one million dollars (\$1,000,000) per occurrence for all other types of professional liability. Only CONTRACTORS who have a professional liability exposure relating to the work performed for COMMISSION under the terms of this contract are required to provide evidence of Professional Liability coverage.

E. Property Insurance

Such insurance shall be required only in the event the Contract is providing funds for real property or personal property, including equipment and has an ownership interest in that property. Coverage on real and personal property shall be on a replacement cost basis, written on a Special Causes of Loss form including employee dishonesty coverage, with a deductible no greater than \$1,000 for each occurrence. COMMISSION shall be named as Loss Payee, as their interest may appear.

F. Crime Coverage Insurance

Such insurance shall be in the amount not less than twenty-five thousand dollars (\$25,000) covering against loss of money, securities, or other property referred to hereunder which may result from employee dishonesty, forgery or alteration, theft, disappearance and destruction, computer fraud, burglary and robbery. COMMISSION shall be named as Loss Payee, as their interest may appear.

Evidence of Self Insurance

Legally adequate evidence of self-insurance meeting the approval of the COMMISSION'S Legal Counsel may be substituted for any coverage required above. CONTRACTOR must submit a copy of the self-insured certificate issued by the State of California.

**XV. LIABILITY AND INDEMNIFICATION**

To the full extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless COMMISSION, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative

proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney fees incurred by CONTRACTOR, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever incurred in relation to, as a consequence of or arising out of or in any way attributable in whole or in part to CONTRACTOR'S performance of this Contract including, without limitation, matters of active or passive negligence on the part of the COMMISSION. This duty to indemnify and defend shall not extend to such losses, actions, or damages arising out of or caused by COMMISSION'S sole negligence as determined by a court of competent jurisdiction.

## **XVI.ACCOUNTABILITY**

- A. The CONTRACTOR will work under the direction of Evelyn V. Martinez, Chief Executive Officer of Los Angeles County Children and Families First – Proposition 10 Commission (aka First 5 LA) and/or designated departmental director(s) of Program Development, Best Start Communities, Community Investments, Policy, Contracts Compliance, Finance, Public Affairs, and/or Research and Evaluation to ensure appropriate documents and activities are in compliance. The CONTRACTOR shall copy all communications to designated director(s) and will deliver routine updates and check-ins including preliminary reports (Exhibit E) and final reports (Exhibit F), over the course of this Contract period.
- B. The COMMISSION will make relevant, non-confidential and non-privileged information available and accessible to the CONTRACTOR in order to successfully complete the project.
- C. The CONTRACTOR will deliver all work and final products on time and on budget unless otherwise agreed upon in writing and in advance by COMMISSION and CONTRACTOR, with the highest degree of quality and service to the COMMISSION.
- D. Both CONTRACTOR and COMMISSION will conduct themselves and their work in an ethical manner with high integrity and respect for the individuals involved in this process.
- E. COMMISSION reserves the right to modify this CONTRACT and the programs and services provided by CONTRACTOR pursuant to this Contract based on the results of its evaluation(s) and review(s). In addition, COMMISSION may use the results of such evaluation(s) and review(s) in decisions regarding possible future funding, extension, or renewal of CONTRACTOR'S program and service. The evaluation(s) shall include, but



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are not limited to, Contract compliance and the effectiveness of program planning and implementation. COMMISSION at its sole discretion will conduct on-going assessments of the program and reserves the right to convert this Contract to a performance-based contract at any time throughout its duration, if COMMISSION deems it necessary for the attainment of the program/project deliverables and required results.

- F. CONTRACTOR is required to comply with Section 3410 of the Public Contracts Code which requires preference to United States-grown produce and United States-processed foods when there is a choice and it is economically feasible to do so.
- G. CONTRACTOR is required to comply with Chapter 3.5 Section 22150 Part 3 - Division 2 of the Public Contracts Code which requires the purchase of recycled products, instead of non-recycled products, whenever recycled products are available at the same or lesser total cost than non-recycled items. CONTRACTOR may give preference to suppliers of recycled products and may define the amount of this preference.
- H. CONTRACTOR is responsible for providing timely notification to the COMMISSION on any major changes to CONTRACTOR'S financial system that may impact the funded project or service under this Contract
- I. Any change whatsoever in the corporate structure of CONTRACTOR, the governing body of CONTRACTOR, the management of CONTRACTOR, or the transfer of assets of CONTRACTOR shall be deemed an assignment of benefits under the terms of this Contract requiring COMMISSION approval.
- J. CONTRACTOR is responsible for the timely notification to the COMMISSION on any material changes in the CONTRACTOR'S primary funding sources or overall organization funding that may impact the CONTRACTOR'S accountability on the funded project under this Contract.
- K. The CONTRACTOR shall not provide technical assistance to any grantee, agency, and/or collaborators with which the CONTRACTOR has a prior or existing business relationship as outlined in Section XII.

**XVII. INTERPRETATION AND JURISDICTION**

This Contract shall be interpreted pursuant to the laws of the State of California. CONTRACTOR expressly agrees that the jurisdiction and venue for any litigation or arbitration brought to enforce any term of this Contract

shall be in state court in Los Angeles County, California, and CONTRACTOR hereby consents to such jurisdiction and venue.

#### **XVIII. COMPLIANCE WITH APPLICABLE LAWS**

CONTRACTOR shall conform to and abide by all Municipal, County, State of California and Federal laws and regulations, and ordinances licensing and accrediting authorities, insofar as the same or any of them are applicable. This includes standards of professional ethics governing the use of assessment tools, the provision of services via the Internet and telephone, and the dissemination of information and educational materials.

#### **XIX. PAYMENTS TERMS**

All checks are to be made out to County of Los Angeles Department of Public Social Services (DPSS). Monthly invoices based on expenses already incurred and paid by the CONTRACTOR (hereafter referred to as "actual expenses") are to be submitted by the CONTRACTOR to the COMMISSION by the 20<sup>th</sup> business day of each month and must be addressed to the attention of Evelyn V. Martinez, Chief Executive Officer of the Los Angeles County Children and Families First Proposition 10 Commission (aka First 5 LA). Within ten (10) business days following COMMISSION'S receipt of a properly completed invoice, COMMISSION shall notify CONTRACTOR in writing of any disputed amounts included on the invoice. COMMISSION agrees to pay CONTRACTOR all undisputed amounts included on the invoice within thirty (30) calendar days of receipt of the invoice. All invoices submitted on or before the 20<sup>th</sup> business day of the month, will be processed in manner outlined above. LATE INVOICES WILL BE PROCESSED IN THE SUBSEQUENT MONTH FROM DATE OF RECEIPT. Final payment will be made based on successful completion of the Contract and reports have been submitted to the COMMISSION. If CONTRACTOR does not comply with the timeframe set forth in this Section, CONTRACTOR will be considered out of compliance and may be subject to sanctions including but not limited to a penalty not to exceed five percent (5%) of each outstanding invoice.

#### **XX. LIMITATION OF COMMISSION OBLIGATIONS DUE TO LACK OF FUNDS**

COMMISSION'S payment obligations pursuant to this Contract are payable solely from funds appropriated by COMMISSION for the purpose of this Contract. CONTRACTOR shall have no recourse to any other funds allocated to or by COMMISSION. CONTRACTOR acknowledges that the funding for

this Contract is limited to the term of the Contract only, with no future funding promised or guaranteed.

The COMMISSION and the CONTRACTOR expressly agree that full funding for the Contract over the entire Term of Contract is contingent on the continuing collection of tax revenues pursuant to Proposition 10 and the continuing allocation of Los Angeles County's share of those revenues to the COMMISSION. In the event of any repeal, amendment, interpretation, or invalidation of any provision of Proposition 10 that has the effect of reducing or eliminating the COMMISSION'S receipt of Proposition 10 tax revenues, or any other unexpected material decline in the COMMISSION'S revenues, the COMMISSION may reduce or eliminate funding for current or subsequent Contract years at a level that is generally proportionate to the reduction.

## **XXI. TERMINATION OF SERVICES**

Either party may terminate this Contract after providing ten (10) days written notice to the other party at the address first set forth above. When CONTRACTOR'S services conclude, all unpaid fees and expenses become due and payable. Upon such termination, only those documented, earned and unpaid fees and expenses earned by CONTRACTOR prior to such termination pursuant to the budget attached hereto as Exhibit B shall become due and payable. Any amount paid in advance to CONTRACTOR and not yet earned shall be refunded to COMMISSION within thirty (30) calendar days of termination.

In the event, either party has violated any significant terms or conditions of this Contract and/or committed an act or offense which indicates a lack of business integrity or business dishonesty, the COMMISSION and/or CONTRACTOR shall immediately terminate this Contract.

## **XXII. ENTIRE UNDERSTANDING**

This document and the Exhibits which are hereby incorporated and referenced constitute the entire understanding and agreement of the parties, and any and all prior agreements, contracts, understandings, and representations are hereby terminated and cancelled in their entirety and are of no further force or effect. The provisions of this Contract shall govern over any inconsistent provisions contained in any exhibit hereto.

**XXIII. ATTORNEY FEES**

The prevailing party in any legal action brought due to a material breach by the other, or to enforce the terms of this Contract, shall be entitled to recover its costs of suit including, without limitation, reasonable attorneys fees.

**XXIV. RECORDS AND AUDITS**

COMMISSION reserves the right at any time during CONTRACTOR business hours at its discretion and upon reasonable notice to audit, examine records and require supporting documentation such as employee timesheets and invoices, to substantiate CONTRACTOR reported expenses and basic service level estimates of work completed.

**XXV. NOTICES**

Any notices, reports, or invoices required by this Contract shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during CONTRACTOR'S and COMMISSION'S regular business hours or by facsimile before or during CONTRACTOR'S regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, addressed as set forth below, or to such other addresses as the Parties may, from time to time, designate in writing.

CONTRACT NUMBER: 08032

Notices to CONTRACTOR

Notices will be sent to CONTRACTOR addressed as follows:

Primary Contact Person	Telephone	E-mail
Fiscal Contact Person	Telephone	E-mail
CONTRACTOR Name		
CONTRACTOR Address		

Notices to COMMISSION

Notices sent to COMMISSION shall be addressed as follows:

FIRST 5 LA  
Attention: Evelyn V. Martinez, Chief Executive Officer  
750 North Alameda Street, Suite 300  
Los Angeles, California 90012

With a copy of any Contract changes or amendments to:

Craig A. Steele  
Richards, Watson & Gershon  
355 S. Grand Avenue, 40<sup>th</sup> Floor  
Los Angeles, California 90071

Notice of Delays

When either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of any provisions of this Contract, that party shall, within three (3) business days, give written notice, including relevant information, to the other party.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

**XXVI.SIGNATURES**

In WITNESS WHEREOF, this Contract has been executed as of the date set forth above by the respective duly authorized signatories below.

**CONTRACTOR**

Agreed & Accepted

\_\_\_\_\_  
Phillip L. Browning, Director  
Department of Public Social Services  
County of Los Angeles

\_\_\_\_\_  
Date

**COMMISSION**

Approved as to form:

\_\_\_\_\_  
Craig A. Steele  
Legal Counsel

\_\_\_\_\_  
Date

Agreed & Accepted:

\_\_\_\_\_  
Evelyn V. Martinez  
Chief Executive Officer  
Los Angeles County Children and Families First  
Proposition 10 Commission (aka First 5 LA)

\_\_\_\_\_  
Date